

### STEVEN L. BESHEAR GOVERNOR

#### **EXECUTIVE ORDER**

Secretary of State Frankfort Kentucky 2012-411 June 13, 2012

By virtue of the authority vested in me by Section 12.210(1) of the Kentucky Revised Statutes, and as Governor of the Commonwealth of Kentucky, I, Steven L. Beshear, do hereby approve an employment contract between **Morehead State University**, and the following attorneys, as outlined in the attached contracts:

Wyatt, Tarrant & Combs, LLP, Louisville, Kentucky
Sturgill, Turner, Barker and Moloney, Lexington, Kentucky
Paul R. Stokes PSC, Morehead, Kentucky
McBrayer, McGinnis, Leslie & Kirkland, Lexington, Kentucky

Please enter this Executive Order upon the Executive Journal and file the attached Contract with the Executive Order.

STEVEN L. BESHEAR

Governor

ALISON LUNDE**R**GAN (

Secretary of State

# PECEIVED AND FILED DATE 6/13/12

ALISON LUNDERGAN GRIMES SECRETARY OF STATE COMMONWEALTH OF KENTUCKY



### PERSONAL SERVICE CONTRACT

OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

	•		Personal Service Contract Number PS MHSU-13-002
This Personal Service Co	ontract for Moreh	ead State University	is made and entered into this
16th day of May, 2012 by	y and between M	orehead State Univer	ersity (MSU) and:
Wyatt, Tarrant & Combs Name of Individual and/o		ond Party)	Social Security or Federal ID Number
500 West Jefferson Street Street Address	t, Suite 2800 Louisville	<u>KY</u>	40202-2898
	City	State	Zip Code
Effective Dates No personal service contract an	Beginning date		Ending date June 30, 2013 review any sooner than ninety (90) days after a committee action on the contract.
Services to be De Explain the purpose of the contract duration. Do no	e contract/project	t, i.e., the specific wo d fully explain techn	ork to be performed, reports or products to be delivered, reason for the nical language. Attach a second page if necessary.
See attached			
Objective to be A Explicitly describe the res	ccomplishe	d the use of an extern	nal service provider. Attach a second page if necessary.
See attached Contract Cost Da	ıta		
\$ <u>see attach</u> Personal Servic	es	\$ Per Diem/Travel	\$ = \$ <u>20,000</u> Other Total
Contract Cost De Described hourly or daily rat		personal services, per o	diem rates, mileage estimates, air travel, lodging, and other related expenses.
The Second Party shall no	ot be reimbursed t	for any expenses exc	cept as described above.
Source of Funds	Federa	il: \$	State: \$ Local/Other: \$20,000
If contract supported by fe	ederal funds, indi	cate grant/project tit	tle, I.D. number, and CFDA number
No services may be perfo than \$10,000 require the	ormed or payme prior approval	ents rendered until a of the Government	all MSU administrative approvals are obtained. Contracts greater t Contract Review Committee (GCRC) of the General Assembly.
Submitted by			Reviewed by Salonna Purcee 5/31/12
Departmental Signature		Date	Office of Support Services Date
·		· .	Approved by My RWalter 1-23-12
Dean/Vice President Signa	ature	Date	Chief Financial Officer & VP for Administration Date

#### Statement to Accompany Personal Services Contract

#### Services to Be Delivered

Wyatt, Tarrant & Combs, LLP will provide legal representation to the Board of Regents and administration of Morehead State University and will supplement in-house legal counsel when specialized legal expertise is needed.

#### Contract Payment and Cost Detail

Payments under the contract will be made in amounts not to exceed \$125 per hour. Second party will submit signed invoices detailing billing by category for services to 1/10 of an hour. General travel within the central Kentucky to Morehead area will be reimbursed. Other travel must be specifically authorized in advance by the General Counsel of the University. Filing fees, postage, telephone charges, court reporter fees, deposition expenses and copy fees shall be reimbursed by billings on monthly statements. The total payments for personal services and expense reimbursements under the contract shall not exceed \$20,000.

Personal Service Contract Number PS	MHSU-13-002
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## PERSONAL SERVICE CONTRACT between MOREHEAD STATE UNIVERSITY

And Wyatt, Tarrant & Combs, LLP
Name of Individual and/or Firm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS GREATER THAN \$10,000 REQUIRE THE PRIOR APPROVAL OF THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

Cancellation - By either party upon 30 days written notice.

Liability Insurance Waiver

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.

at the end of the calendar year if total payment(s) exc	ceed \$600.	
Are you actively receiving Kentucky Teachers' Retir	rement System (KTRS) Benefits?   Yes   No	
If yes, have you been employed at any other KTRS a	gency during the current (July i - June 30) fiscal year? Tyes	] No
Contractor (Second Party)		
Barbara Jo Menifer Signature	5/31/2012 Date	
Signature	Date	
Wrist Tarrand & Con	m bs	

Name of Company or Corporation

### Proof of Necessity (PON) Form

Government Contract Review Committee Legislative Research Commission

Contract Number: MHSU-13-002

**Morehead State University Higher Education** Division, Branch, etc. Agency TYPE OF CONTRACT: New X Renewal (Re-negotiation) or Extension for Time Only NOTE: All questions must be answered fully. If space provided is insufficient, additional pages should be attached referencing the specifically numbered item. Questions regarding this form should be directed to the Bureau/Staff Office Contract Officer. 1. Name & Address of Contractor: Wyatt, Tarrant & Combs, LLP 2. Effective Period of Contract: Starting Date: July 1, 2012 500 West Jefferson Street, Suite 2800 Louisville, KY 40202-2898 Ending Date: June 30, 2013 Explain, with specificity, the work to be performed. (Include: Description of project; types(s) of service to be delivered; reports or products to be prepared; reason for duration of contact; etc.): The firm will provide legal services to Morehead State University on an "as needed" basis. 4. a. Does an identified or anticipated reason now exist which would indicate a need to renew the contract for the succeeding fiscal year? If yes, explain: Litigation may be extensive and incapable of resolution during the current fiscal year. b. Will the contract provide for cancellation by the Department upon a maximum of 30 days or less written notice to the contractor? Yes 5. FINANCIAL AND CONTRACT COST DATA: a. Total Projected Cost of Contract: \$ Not to exceed \$20,000 Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Local/Other: \$ 20,000 (Agency) Source of Funds: b. If contract is supported by federal funds, indicate: Grant/project title; grant I.D. number; and CFDA number: c. If contract is supported by state funds, indicate source(s) and amounts(s) (e.g., General Fund, Trust and Agency, Other): Trust and Agency If no, explain: d. Was the contract cost included in the original Budget Request? X YES e. Describe, in detail, how the projected cost of the contract was derived (attach proposed budget when applicable): Project cost is an estimate based on comparable past litigation experience.. •Per Diem: \$\_\_\_\_\_ per day • Hourly: \$ not to exceed \$125 f. Basis for Payment: per hour •Fee for Service: \$ \_\_\_\_\_ per service Other - Explain: g. Method of Payment: •Straight Disbursement X •Inter-Account h. Frequency of Payment: •Monthly X •Quarterly •Upon Completion

#### Statement to Accompany Legal Services Proof of Necessity

#### Request for Proposals for Legal Services Mailed Directly to the Following Firms:

Paul Stokes 129 East Main Street Morehead, KY 40351 prstokeslaw@windstream.net

The Rigsby Law Group PLC 229 East High Street PO Box 34106 Lexington, KY 40588 wfrigsby@rlgattorneys.com

Russell Immigration Law Firm 1012 South Fourth Street Lousiville, KY 40203 <u>rrussell@russellimlaw.com</u> info@russellimlaw.com

O'Brien Law Group 6010 Brownsboro Park Blvd Suite H Louisville, KY 40207

Law Office of Dennis M. Clare 745 W. Main Street Suite 250 Louisville, KY 40202 Stites & Harbison PLLC 250 West Main street Suite 2300 Lexington, KY 40507 ksagan@stites.com

Wyatt Tarrant & Combs LLP 500 West Jefferson St., Suite 2800 Louisville, KY 40202 <a href="mailto:bmenefee@wyattfirm.com">bmenefee@wyattfirm.com</a>

Fortz & Funke 6461 W Highway 146 Crestwood, KY 40014 dfunke@immigrationky.com kortzfunkeatty@cs.com attorney@immigrationky.com

Wetterer & Clare 2933 Bowman Avenue Louisville, KY 40205 Greg.clare@jgclare.com bill@wettererclare.com

i	Social Security Number (if individual) or IRS I.D. Number (if firm or corporate entity) of proposed contractor:
NC	OTE: If professional employment contract with firm or corporate entity, attach a complete list of names and social security numbers of all officers, as well as all employees performing work directly related to the contractor. If individual, attach name and social security number.
j	. If an individual, will the terms of contract require that the contractor be considered an "employee" of this Department for FICA purposes?
6.	JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDER TO PERFORM THE SERVICE.  The following questions should be addressed at a minimum:  What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be done independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other special circumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services through regular state employment channels? Will agency personnel provide staff support services to the contractor?  Wyatt, Tarrant & Combs LLP will supplement in-house counsel, and represent the University when specialized legal expertise is
	needed.
7.	Name and address of other provider(s) considered to perform the service:
	In March 2012, the University issued a request for proposal for legal services with an open response period of 14 days. The request for proposal was mailed directly to the firms listed on the adccompanying statement.
8.	Basis for selection of the proposed contractor (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied):
	The firm was selected for its professional reputation, references, diversity of specialized expertise available, familiarity with higher education in Kentucky and accessibility to the Board of Regents and executive administrative officers of the University.
9.	PLANNED SUPERVISION AND MONITORING OF THE CONTRACTOR'S PERFORMANCE:
	a. Name and Title of Responsible Person: Dr. Jane Fitzpatrick, General Counsel Office and Location: H.M. 305, Morehead State University, Morehead, KY 40351 Telephone Number: (606) 783-2452
	b. Describe the monitoring activities, both programmatic and fiscal, which will be performed <u>including</u> the manner in which monitoring needs will be addressed in the contract to facilitate this activity:
10	SIGNATURES:
10,	PREPARED BY:  DATE:
	RECOMMENDED BY: DATE:
	Title:
	REVIEWED BY: Jacoma Ruces Date: 5/31/12
	Title: Director of Support Services
	APPROVED BY: Mul R Walton DATE: 5-33-12
	Chief Financial Officer & Vice President for Administration



PERSONAL SERVICE CONTRACT
OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

		·	Personal Service Co	ontract Number PS _	MHSU-13-00	4
This Personal Service Co	ontract for Morehead Sta	ate University is	made and entered into	) this		
16th day of May, 2012 b	y and between Morehea	d State Universi	ty (MSU) and:			
McBrayer, McGinnis, Le Name of Individual and/		rty)	Social Security	or Federal ID Numb	per	· ·
201 East Main Street, Su Street Address	<u>ite 1000</u>					
Sheet Hadress	<u>Lexington</u> City State	<u>KY</u>	<u>40507</u> Zip Code	<u>1</u> -		
Effective Dates No personal service contract an	Beginning date <u>July 1.</u>		Ending date <u>Ju</u> ew any sooner than ninety		e action on the cont	racı,
Services to be De Explain the purpose of th contract duration. Do no	e contract/project, i.e., the					on for the
See attached			·			
Objective to be A Explicitly describe the re-		e of an external	service provider. Att	ach a second page if i	necessary.	
See attached Contract Cost Da	ata		•			
\$ <u>see attach</u> Personal Servic	ees Per	\$ Diem/Travel	\$ Other	_ = Total	\$ <u>10,000</u>	
Contract Cost De Described hourly or daily rat		al services, per die	m rates, mileage estimat	es, air travel, lodging, a	and other related e	expenses.
The Second Party shall no	ot be reimbursed for any	expenses excep	t as described above.			
Source of Funds	Federal: \$	Sta	nte: \$	Local/Other: \$10.	000	
If contract supported by fo	ederal funds, indicate gra	ant/project title,	I.D. number, and CFI	OA number		
No services may be perfethan \$10,000 require the						
Submitted by  Departmental Signature	Date		viewed by Office of	Onno Pucc Support Services	ll!	5/31/12 Date
		A <sub>I</sub>	proved by Mu	erwalt		<u> </u>
Dean/Vice President Signa	ature Date		Chief Fina	ncial Officer & VP for	or Administratio	on Date

#### Statement to Accompany Personal Services Contract

#### Services to Be Delivered

McBrayer, McGinnis, Leslie & Kirkland, PLLC will provide legal representation to the Board of Regents and administration of Morehead State University and will supplement in-house legal counsel when specialized legal expertise is needed.

#### Contract Payment and Cost Detail

Payments under the contract will be made in amounts not to exceed \$125 per hour. Second party will submit signed invoices detailing billing by category for services to 1/10 of an hour. General travel within the central Kentucky to Morehead area will be reimbursed. Other travel must be specifically authorized in advance by the General Counsel of the University. Filing fees, postage, telephone charges, court reporter fees, deposition expenses and copy fees shall be reimbursed by billings on monthly statements. The total payments for personal services and expense reimbursements under the contract shall not exceed \$20,000.

## PERSONAL SERVICE CONTRACT between MOREHEAD STATE UNIVERSITY

And McBrayer, McGinnis, Leslie & Kirkland, PLLC
Name of Individual and/or Firm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS GREATER THAN \$10,000 REQUIRE THE PRIOR APPROVAL OF THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

Cancellation - By either party upon 30 days written notice.

Liability Insurance Waiver

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.

•	, ,			
Are you actively receiving Kentuck	y Teachers' Retirement Sy	stem (KTRS) Bonefits?	☐ Yes ⊠ No	
If yes, have you been employed at a	my oner KTRS agency du	ring the current (July 1 -	June 30) fiscal year? Yes	☐ No
Contracto Secondi Par	Ž	5/30//*		
Signature		Date		
Me Brayer	Mc Ginnis			
Name of Company of Corporation				

## Proof of Necessity (PON) Form Government Contract Review Committee

Legislative Research Commission

Contract Number: MHSU-13- 004

Morehead State Unive	rsity	Higher	Education	
Agency			Division, Branch, etc.	
TYPE OF CONTRACT:	X	Renewal (Re-negotia	ation) or Exte	nsion for Time Only
NOTE: All questions must numbered item. Qu	be answered fully. If spanestions regarding this form sl	ce provided is insufficient, ad hould be directed to the Bureau	ditional pages should be attached re Staff Office Contract Officer.	ferencing the specifically
1. Name & Address of C	Contractor: McBrayer, PLLC	McGinnis, Leslie & Kirkla	nd, 2. Effective Period of Co	ntract:
	100 East Ma	ain Street, Suite 1000	Starting Date: July 1, 2	012
	Lexington, I	CY 40507	Ending Date: June 30,	2013
3. Explain, with specificity be prepared; reason for d	y, the work to be performed uration of contact; etc.):	. (Include: Description of proje	ect; types(s) of service to be delivered;	reports or products to
The firm will provide general higher education estate.	legal services to Moreheon, immigration, tax law, o	ead State University on an employee benefits and comp	"as needed" basis for areas inclu- pensation, labor and employment,	ding but not limited to environmental, and real
		hich would indicate a need to repable of resolution during the	enew the contract for the succeeding fi current fiscal year.	scal year? Yes
b. Will the contract provide	le for cancellation by the Dep	partment upon a maximum of 3	days or less written notice to the con	tractor? Yes
5. FINANCIAL AND CON	•			
· ·				
a. Total Projected Cost	of Contract: \$ Not to exc	eed \$10,000		
Source of Funds:	Federal: \$	State: \$	Local/Other: \$ 10,	000 (Agency)
			aber; and CFDA number:	
c. If contract is supported	by state funds, indicate sourc	e(s) and amounts(s) (e.g., Gene	ral Fund, Trust and Agency, Other): T	rust and Agency
d. Was the contract cost inc	cluded in the original Budget	Request? X YES _	NO If no, explain:	
e. Describe, in <u>detail</u> , how Project cost is an esti	the projected cost of the conti mate based on comparable	ract was derived (attach propose past litigation experience	ed budget when applicable):	
f. Basis for Payment:	• Hourly: \$_not to excee	d \$125 per hour	•Per Diem: \$	per day
	•Fee for Service: \$	per service	•Other - Explain:	CH 1
g. Method of Payment:	•Straight Disbursement	_X	•Inter-Account	_
h. Frequency of Payment	· MonthlyX	•Quarterly	●Upon Completion	
•Other	Explair			

#### Statement to Accompany Legal Services Proof of Necessity

#### Request for Proposals for Legal Services Mailed Directly to the Following Firms:

Paul Stokes 129 East Main Street Morehead, KY 40351 prstokeslaw@windstream.net

The Rigsby Law Group PLC 229 East High Street PO Box 34106 Lexington, KY 40588 wfrigsby@rlgattorneys.com

Russell Immigration Law Firm 1012 South Fourth Street Lousiville, KY 40203 <u>rrussell@russellimlaw.com</u> <u>info@russellimlaw.com</u>

O'Brien Law Group 6010 Brownsboro Park Blvd Suite H Louisville, KY 40207

Law Office of Dennis M. Clare 745 W. Main Street Suite 250 Louisville, KY 40202 Stites & Harbison PLLC 250 West Main street Suite 2300 Lexington, KY 40507 ksagan@stites.com

Wyatt Tarrant & Combs LLP 500 West Jefferson St., Suite 2800 Louisville, KY 40202 <a href="mailto:bmenefee@wyattfirm.com">bmenefee@wyattfirm.com</a>

Fortz & Funke 6461 W Highway 146 Crestwood, KY 40014 dfunke@immigrationky.com kortzfunkeatty@cs.com attorney@immigrationky.com

Wetterer & Clare 2933 Bowman Avenue Louisville, KY 40205 Greg.clare@jgclare.com bill@wettererclare.com

	i. Social Security Number (if individual) or IRS I.D. Number (if firm or cor	rporate entity) of proposed contractor:
N	OTE: If professional employment contract with firm or corporate entity, a well as all employees performing work directly related to the contract	attach a complete list of names and social security numbers of all officers, as ector. If individual, attach name and social security number.
	j. If an individual, will the terms of contract require that the contractor be co	considered an "employee" of this Department for FICA purposes?
6.	independently of the agency to avoid a conflict of interest; it requires circumstances require use of an outside provider? If services are needed regular state employment channels? Will agency personnel provide staff's	nouse method(s) rejected? Is the part of such nature that: it should be done as unique or special expertise/qualifications; and/or legal or other special ed on a continuing basis, describe efforts made to secure services through
7.	Name and address of other provider(s) considered to perform the serv	vice:
	In March 2012, the University issued a request for proposal for leg for proposal was mailed directly to the firms listed on the adccomp	
8.	Basis for selection of the proposed contractor (explain process used evaluation criteria applied):	d in making decision, i.e., solicitation of proposals, bids, references, and
	The firm was selected for its professional reputation, references, education in Kentucky and accessibility to the Board of Regents an	diversity of specialized expertise available, familiarity with higher nd executive administrative officers of the University.
9.	PLANNED SUPERVISION AND MONITORING OF THE CONTRA	ACTOR'S PERFORMANCE:
	a. Name and Title of Responsible Person: Dr. Jane Fitzpatrick, General Office and Location: H.M. 305, Morehead State Ut Telephone Number: (606) 783-2452	l Counsel Iniversity, Morehead, KY 40351
	b. Describe the monitoring activities, both programmatic and fiscal, whi be addressed in the contract to facilitate this activity:	nich will be performed including the manner in which monitoring needs will
10.	SIGNATURES:	
	PREPARED BY:	DATE:
	RECOMMENDED BY:	DATE:
	Title: Director of Support Services	DATE: 5/3/12
	APPROVED BY: Mul R Walton  Chief Financial Officer & Vice President for Adn	DATE: 7-33-12

PERSONAL SERVICE CONTRACT
OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

		Personal Service Contract Number PS MHSU-13-003
This Personal Service Co	ontract for Morehead State University is	s made and entered into this
16th day of May, 2012 b	y and between Morehead State Univers	sity (MSU) and:
Paul R. Stokes Name of Individual and/o	or Firm (The Second Party)	Social Security or Federal ID Number
129 East Main Street Street Address	Morehead KY City State	<u>40351</u> Zip Code
Effective Dates No personal service contract on	Beginning date July 1, 2012 nendment shall be presented to the GCRC for res	Ending date June 30, 2013 view any sooner than ninety (90) days after a committee action on the contract.
	e contract/project, i.e., the specific wor	rk to be performed, reports or products to be delivered, reason for the cal language. Attach a second page if necessary.
Mr. Stokes will provide g	eneral loegal service on an "as needed"	" basis.
Objective to be A Explicitly describe the res		al service provider. Attach a second page if necessary.
Contract Cost Da	ıta	
\$ <u>5,000</u> Personal Servic	ses Per Diem/Travel	\$ = \$ <u>5,000</u> Other Total
Contract Cost De Described hourly or daily rate		iem rates, mileage estimates, air travel, lodging, and other related expenses.
The Second Party shall no	t be reimbursed for any expenses exce	pt as described above.
Source of Funds	Federal: \$ S	tate: \$ Local/Other: \$5,000 Agen
If contract supported by fe	ederal funds, indicate grant/project title	e, I.D. number, and CFDA number
No services may be perfethan \$10,000 require the	ormed or payments rendered until all prior approval of the Government (	Il MSU administrative approvals are obtained. Contracts greater Contract Review Committee (GCRC) of the General Assembly.
Submitted by  Departmental Signature	R	Reviewed by Salonna Purcus 5/31/12 Office of Support Services Date
Departmental Signature	Date	· · · · · · · · · · · · · · · · · · ·
Dear Mice President Cian		Approved by Chief Financial Officer & VP for Administration Date
Dean/Vice President Signa	ature Date	Ciner i manejai Orneoi & vi ioi Auministration Date

Personal Service Contract Number PS	MHSU-13-003
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# PERSONAL SERVICE CONTRACT between MOREHEAD STATE UNIVERSITY

And Paul R. Stok	es
------------------	----

Name of Individual and/or Firm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS GREATER THAN \$10,000 REQUIRE THE PRIOR APPROVAL OF THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

Cancellation - By either party upon 30 days written notice.

#### Liability Insurance Waiver

Name of Company or Corporation

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.

at the end of the calendar year it total paymer	m(s) exceed \$000.	
Are you actively receiving Kentucky Teacher	rs' Retirement System (KTRS) Benefits?	Yes 🛛 No
If yes, have you been employed at any other l	KTRS agency during the current (July 1 - June	30) fiscal year?
Contractor (Second Party)  Signature	Date	
Signature	Date	
Paul RSto KES, ATTORNE	yctZaw PSC	

ΠNo

## Proof of Necessity (PON) Form Government Contract Review Committee

Legislative Research Commission

Contract Number: MHSU-13-003

Morehead State Univer	rsity	Higher Higher	Higher Education			
Agency			Division, Branch, etc.			
TYPE OF CONTRACT:	New	X_ Renewal (Re-ne	gotiation) or	Extension for Time Only		
	be answered fully. If space pressions regarding this form should			ed referencing the specifically		
1. Name & Address of C	Contractor: Paul R. Stokes		2. Effective Period o	f Contract:		
	129 East Main St	reet	Starting Date: July	1,2012		
	Morehead, KY 4	0351	Ending Date: June	30, 2013		
3. Explain, with specificity be prepared; reason for de	the work to be performed. (Incuration of contact; etc.):	lude: Description of proj	ect; types(s) of service to be deliv	ered; reports or products to		
Mr. Stokes will provide	e general legal service on an "a	s needed" basis.				
	nticipated reason now exist which sepresentation is needed on a regula		renew the contract for the succeed	ling fiscal year? Yes		
b. Will the contract provide	le for cancellation by the Departme	ent upon a maximum of 3	0 days or less written notice to th	c contractor? Yes		
5. FINANCIAL AND CON	FRACT COST DATA:					
a. Total Projected Cost	of Contract: \$ 5,000					
a. Total Flojected Cost	of Confidet. 5 5,000					
Source of Funds:	Federal: \$	State: \$	Local/Other:	\$ <u>5,000 (Agency)</u>		
b. If contract is supported	by federal funds, indicate: Grant/p	roject title; grant I.D. nu	mber; and CFDA number:			
c. If contract is supported	by state funds, indicate source(s) a	nd amounts(s) (e.g., Gen	eral Fund, Trust and Agency, Oth	er): Agency		
	luded in the original Budget Requ			,		
e. Describe, in detail, how t	the projected cost of the contract v d on signed, detailed invoices a	as derived (attach propo	sed budget when applicable):			
f. Basis for Payment:	Hourly: \$_not to exceed \$12	25 per hour	•Per Diem: \$	per day		
	•Fee for Service; \$	per service	•Other - Explain:			
g. Method of Payment:	•Straight Disbursement _X	<u> </u>	•Inter-Account	· · · · · · · · · · · · · · · · · · ·		
h. Frequency of Payment	•Monthly X	•Quarterly	•Upon Completion	<del> </del>		
•Other	Explair					

	i. Social Security Number (if individual) or IRS I.D. Number (if firm or corporate entity) of proposed contractor:					
	L. Social Security Number (if manyiddai) of IRS 1.D. Number (if film of corporate entity) of proposed contractor;					
NO	IOTE: If professional employment contract with firm or corporate entity, attach a complete list of names and social security numbers of all officers well as all employees performing work directly related to the contractor. If individual, attach name and social security number.	s, as				
j	j. If an individual, will the terms of contract require that the contractor be considered an "employee" of this Department for FICA purposes? _No	_				
6.	JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDER TO PERFORM THE SERVICE.  The following questions should be addressed at a minimum:  What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be dot independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other special circumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services through regular state employment channels? Will agency personnel provide staff support services to the contractor?					
	Mr. Stokes will provide general legal service on an "as needed" basis.					
7.	Name and address of other provider(s) considered to perform the service:					
	N/A, see #8 below.					
8.	Basis for selection of the proposed contractor (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied):					
	Mr. Stokes firm was selected from a request for proposals process that was publically advertised in newspapers of general circulat and also on the University's website. Mr. Stokes was the sole respondent.	ion				
9.	PLANNED SUPERVISION AND MONITORING OF THE CONTRACTOR'S PERFORMANCE:					
	A. Name and Title of Responsible Person: Dr. Jane Fitzpatrick, General Counsel Office and Location: H.M. 305, Morehead State University, Morehead, KY 40351 Telephone Number: (606) 783-2452					
	b. Describe the monitoring activities, both programmatic and fiscal, which will be performed <u>including</u> the manner in which monitoring needs be addressed in the contract to facilitate this activity:	will				
10.	. SIGNATURES:					
	PREPARED BY: DATE:					
	RECOMMENDED BY: DATE:					
	Title:					
	REVIEWED BY: DATE: 5/3/12					
	Title: Director of Support Services					
•	APPROVED BY: Manual Company Date: Da					



### PERSONAL SERVICE CONTRACT

OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

This Personal Service Contract for Morehead State University is made and entered into this  16th day of May, 2012 by and between Morehead State University (MSU) and:  Sturgill, Turner, Barker & Moloney, PLLC Name of Individual and/or Firm (The Second Party)  333 West Vine Street. Suite 1400  Street Address  Lexington City State Zip Code  Effective Dates Beginning date July 1, 2012  Ropersonal service continual amendment shall be presented to the CCRC for review any scoper than ninety (9th) days after a committee action on the contract.  Services to be Delivered  Services to be Delivered  Explain the purpose of the contract/project, i.e., the specific work to be performed, reports or products to be delivered, reason for the contract duration. Do no use acronyms and fully explain technical language. Attach a second page if necessary.  See attached  Objective to be Accomplished  Explicitly describe the results desired from the use of an external service provider. Attach a second page if necessary.  See attached  Contract Cost Data  See attach Personal Services Per Diem/Travel Other Total  Contract Ost Detail Described hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses.  The Second Party shall not be reimbursed for any expenses except as described above.  Source of Funds Pederal: \$		Personal Service Contract Number PS MHSU-13-001
Street   Turner   Barker & Motoney   PLLC   Name of Individual and/or Firm (The Second Party)   Social Security or Federal ID Number    333 West Vine Street, Suite 1400   Street Address   Lexington   KY   40507   City   State   Zip Code    Effective Dates   Beginning date   July   1_2012   Sho personal service contract dancetiment should be presented to the GCRC for review any sooner than ninety (P0) days after a committee action on the contract.  Services to be Delivered   Explain the purpose of the contract/project, i.e., the specific work to be performed, reports or products to be delivered, reason for the contract duration. Do no use acronyms and fully explain technical language. Attach a second page if necessary.  See attached  Objective to be Accomplished   Explicitly describe the results desired from the use of an external service provider. Attach a second page if necessary.  See attached  Contract Cost Data  \$ \$50,000   Personal Services   Per Diem/Travel   Other   Total    Contract Cost Data   Described hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses.  The Second Party shall not be reimbursed for any expenses except as described above.  Source of Funds   Pederal: \$ State: \$ Local/Other: \$50,000    If contract supported by federal funds, indicate grant/project title, I.D. number, and CFDA number  No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts greater than \$10,000 require the prior approval of the Government Contract Review Committee (GCRC) of the General Assembly.  Submitted by   Augustual   State   Stat	This Personal Service Contract for Morehead State Universi	ty is made and entered into this
Name of Individual and/or Firm (The Second Party)  Social Security or Federal ID Number  333 West Vine Street, Suite 1400  Street Address  Lexington City State  Lexington City State  Effective Dates  Beginning date July 1, 2012 Ending date June 30, 2013  No personal service contract amendment shall be presented to the GCRC for review any sooner than nihrely (90) days after a committee action on the contract.  Services to be Delivered  Explain the purpose of the contract/project, i.e., the specific work to be performed, reports or products to be delivered, reason for the contract duration. Do no use acronyms and fully explain technical language. Attach a second page if necessary.  See attached  Objective to be Accomplished  Explicitly describe the results desired from the use of an external service provider. Attach a second page if necessary.  See attached  Contract Cost Data  See attache  Personal Services  Per Diem/Travel Other Total  Described hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses.  The Second Party shall not be reimbursed for any expenses except as described above.  Source of Funds  Federal: \$ State: \$ Local/Other: \$50,000  If contract supported by federal funds, indicate grant/project title, I.D. number, and CFDA number  No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts greater than \$10,000 require the prior approval of the Government Contract Review Committee (GCRC) of the General Assembly.  Departmental Signature  Date  Departmental Signature  Date	16th day of May, 2012 by and between Morehead State Uni	versity (MSU) and:
Lexington   City   State   Zip Code		Social Security or Federal ID Number
City State Zip Code  Effective Dates Beginning date July 1, 2012 Ending date June 30, 2013  No personal service contract amountment shall be presented to the GCRC for review any sooner than ninety (90) days after a committee action on the contract.  Services to be Delivered  Explain the purpose of the contract/project, i.e., the specific work to be performed, reports or products to be delivered, reason for the contract duration. Do no use acronyms and fully explain technical language. Attach a second page if necessary.  See attached  Objective to be Accomplished  Explicitly describe the results desired from the use of an external service provider. Attach a second page if necessary.  See attached  Contract Cost Data  See attach  Personal Services  Per Diem/Travel  Other  Total  Contract Cost Detail  Described hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses.  The Second Party shall not be reimbursed for any expenses except as described above.  Source of Funds  Federal: \$		
Services to be Delivered  Explain the purpose of the contract/project, i.e., the specific work to be performed, reports or products to be delivered, reason for the contract duration. Do no use acronyms and fully explain technical language. Attach a second page if necessary.  See attached  Objective to be Accomplished  Explicitly describe the results desired from the use of an external service provider. Attach a second page if necessary.  See attached  Contract Cost Data  \$ _ = \$50,000		
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Objective to be Accomplished Explicitly describe the results desired from the use of an external service provider. Attach a second page if necessary.  See attached Contract Cost Data  \$	Explain the purpose of the contract/project, i.e., the specific	
Explicitly describe the results desired from the use of an external service provider. Attach a second page if necessary.  See attached  Contract Cost Data  \$see attach Personal Services Per Diem/Travel Other Total  Contract Cost Detail Described hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses.  The Second Party shall not be reimbursed for any expenses except as described above.  Source of Funds Federal: \$ State: \$ Local/Other: \$50,000  If contract supported by federal funds, indicate grant/project title, 1.D. number, and CFDA number  No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts greater than \$10,000 require the prior approval of the Government Contract Review Committee (GCRC) of the General Assembly.  Submitted by  Reviewed by Hall MSU Administrative Date  Office of Support Services  Date	See attached	
See attach Personal Services Per Diem/Travel Other Total  Contract Cost Detail Described hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses.  The Second Party shall not be reimbursed for any expenses except as described above.  Source of Funds Federal: \$ State: \$ Local/Other: \$50,000  If contract supported by federal funds, indicate grant/project title, 1.D. number, and CFDA number  No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts greater than \$10,000 require the prior approval of the Government Contract Review Committee (GCRC) of the General Assembly.  Submitted by  Reviewed by Mall R Wallton 5/3/// Salte Sal		ernal service provider. Attach a second page if necessary.
Personal Services Per Diem/Travel Other Total  Contract Cost Detail Described hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses.  The Second Party shall not be reimbursed for any expenses except as described above.  Source of Funds Federal: \$ State: \$ Local/Other: \$50,000  If contract supported by federal funds, indicate grant/project title, I.D. number, and CFDA number  No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts greater than \$10,000 require the prior approval of the Government Contract Review Committee (GCRC) of the General Assembly.  Submitted by  Departmental Signature Date  Approved by  Mall RWALLTHAM  Total  Total  Approved by  Approved by  Approved by		
Described hourly or daily rate of pay related to personal services, per diem rates, mileage estimates, air travel, lodging, and other related expenses.  The Second Party shall not be reimbursed for any expenses except as described above.  Source of Funds Federal: \$ State: \$ Local/Other: \$50,000  If contract supported by federal funds, indicate grant/project title, 1.D. number, and CFDA number  No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts greater than \$10,000 require the prior approval of the Government Contract Review Committee (GCRC) of the General Assembly.  Submitted by  Reviewed by Account 5/31/12  Departmental Signature Date Office of Support Services Date  Approved by Maculary Salvary		
Source of Funds  Federal: \$ State: \$ Local/Other: \$50,000  If contract supported by federal funds, indicate grant/project title, I.D. number, and CFDA number  No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts greater than \$10,000 require the prior approval of the Government Contract Review Committee (GCRC) of the General Assembly.  Submitted by  Departmental Signature  Date  Approved by  Mall Wallow  For 3412	<del>-</del>	er diem rates, mileage estimates, air travel, lodging, and other related expenses.
If contract supported by federal funds, indicate grant/project title, 1.D. number, and CFDA number  No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts greater than \$10,000 require the prior approval of the Government Contract Review Committee (GCRC) of the General Assembly.  Submitted by  Reviewed by  Office of Support Services  Date  Approved by  Mall Revaller  To 343	The Second Party shall not be reimbursed for any expenses e	xcept as described above.
No services may be performed or payments rendered until all MSU administrative approvals are obtained. Contracts greater than \$10,000 require the prior approval of the Government Contract Review Committee (GCRC) of the General Assembly.  Submitted by  Reviewed by Account 5/3/12  Office of Support Services Date  Approved by Mall Rwallow 5/3/12	Source of Funds Federal: \$	State: \$ Local/Other: \$ <u>50,000</u>
Submitted by  Reviewed by Man Signature  Date  Reviewed by Man Support Services  Approved by Man Reviewed by Man Reviewed by Approved by Man Reviewed by Man R	If contract supported by federal funds, indicate grant/project	title, I.D. number, and CFDA number
Departmental Signature  Date  Reviewed by Machual 5/31/12  Office of Support Services  Date  Approved by Mack Walters 5->3-13		
Approved by Malk RWalters 5->3-12		Reviewed by Albama Rucul 5/31/12 Office of Support Services Date
		Approved by Mal Rwalters 5->3-12

#### Statement to Accompany Personal Services Contract

#### Services to Be Delivered

Sturgill, Turner, Barker and Moloney, PLLC will provide legal representation in employment law and other litigation matters pursuant to the terms of the University's professional liability insurance policy, or where counsel cannot feasibly be provided by other means. Sturgill, Turner, Barker and Moloney, PLLC serves as the select counsel under the terms of the University's professional liability insurance policy with United Educators Risk and Retention Group.

#### Contract Payment and Cost Detail

Payments under the contract will be made in amounts not to exceed \$125 per hour. Second party will submit signed invoices detailing billing by category for services to 1/10 of an hour. General travel within the central Kentucky to Morehead area will be reimbursed. Other travel must be specifically authorized in advance by the General Counsel of the University. Filing fees, postage, telephone charges, court reporter fees, deposition expenses and copy fees shall be reimbursed by billings on monthly statements. The total payments for personal services and expense reimbursements under the contract shall not exceed \$50,000.

Personal Service Contract Number PS MHSU-13-001

### PERSONAL SERVICE CONTRACT between MOREHEAD STATE UNIVERSITY

And <u>Sturgill, Turner, Barker & Moloney, PLLC</u>
Name of Individual and/or Firm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS GREATER THAN \$10,000 REQUIRE THE PRIOR APPROVAL OF THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

Cancellation - By either party upon 30 days written notice.

#### Liability Insurance Waiver

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.

Are you actively receiving Kentucky Teachers' Retirement System (KTRS) Benefits? Yes No

If yes, have you been employed at any other KTRS agency during the current (July 1 – June 30) fiscal year? Yes No

Contractor (Second Party)

Signature Date

Line 5. Helmy member 5/18/12
Signature Date

Proof of Necessity (PON) Form Government Contract Review Committee Legislative Research Commission

Contract Number: MHSU-13-001

Morehead State University			Higher	Higher Education			
Agency				Divisio	ı, Branch, etc.		
TYPE OF CONTRACT:		New X	Renewal (Re-neg	gotiation) or	Extension	on for Time Only	
NOTE: All questions mus numbered item. Qu	t be answered fully. uestions regarding this					encing the specifically	
1. Name & Address of	Contractor: Sturg	ill, Turner, Ba	rker & Moloney, I	PLLC 2. Effec	tive Period of Contr	act:	
	333 V	West Vine Street	t, Suite 1400	Starti	ng Date: July 1, 2012	2 -	
	Lexin	gton, KY 4050	7	Endi	ng Date: June 30, 20	13	
3. Explain, with specificit be prepared; reason for o			: Description of proje	ect; types(s) of ser	vice to be delivered; rep	orts or products to	
Group (UE), or where and to appoint defens amounts expended by  4. a. Does an identified or a If yes, explain: Litigat	e counsel. Sturgill, MSU under this pol	Turner, Barker icy are limited to exist which would	& Moloney, PLLe o policy retention of d indicate a need to re	C, serves as UE of \$50,000.00 pe	's select counsel for a r claim.  for the succeeding fiscal	such purposes. The	
	-	•	_	·			
b. Will the contract provi	de for cancellation by	the Department u	pon a maximum of 30	days or less writ	ien notice to the contrac	tor? Yes	
5. FINANCIAL AND CON	TRACT COST DAT	<u>A:</u>				*	
a. Total Projected Cost	of Contract: \$ Not	to exceed \$50,	000				
Source of Funds:	Federal: \$		State: \$		Local/Other: \$ 50,000	) (Agency)	
b. If contract is supported	by leaeral lunus, inci	cate: Grant/projec	or title; grant I.D. nun	ioer, and CrdA n	unioer.		
c. If contract is supported	by state funds, indicat	e source(s) and a	mounts(s) (e.g., Gene	ral Fund, Trust an	d Agency, Other): Trust	and Agency	
d. Was the contract cost in						-	
d. Was the contract cost in	ciaded in the original	Budget Requestr	<u>A</u> 1153	NO	по, схріалі.	· · · · · · · · · · · · · · · · · · ·	
e. Describe, in detail, how Project cost is an est					oplicable):		
f. Basis for Payment:	• Hourly: \$_not to	exceed \$125	per hour	•Per Dien	n: \$	per day	
	•Fee for Service:	<u> </u>	per service	•Other - F	Explain:		
g. Method of Payment:	•Straight Disburs	ement $\_X\_$		◆Inter-Ac	count		
h. Frequency of Paymen	t: •Monthly	X •	Quarterly	•Upon	Completion		
•Other	Explair						

#### Statement to Accompany Legal Services Proof of Necessity

### Request for Proposals for Legal Services Mailed Directly to the Following Firms:

Sturgill, Turner, Barker & Maloney

155 East Main Street

Lexington, KY 40507

sbarker@sturgillturner.com

Landrum & Shouse

106 W. Vine Street, Ste. 800

PO Box 951

Lexington, KY 40588

bshouse@landrumshouse.com

i	i. Soci	ial Security Number (if individual) o	or IRS LD. Number (if firm or	corporate entity) of pro	oposed contractor:	· · · · · · · · · · · · · · · · · · ·	
NC	TE:	If professional employment contract well as all employees performing w	ct with firm or corporate entity work directly related to the cont	, attach a complete list ractor. If individual, at	t of names and social security nut	imbers of all officers, as imber.	
j	. lfan	n individual, will the terms of contra	ct require that the contractor be	e considered an "emplo	oyee" of this Department for FIC	A purposes?	
6.	The following questions should be addressed at a minimum:  What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be do independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other speciarcumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services throuse regular state employment channels? Will agency personnel provide staff support services to the contractor?  The nature of this legal representation involves employment law and other matters involved in litigation for which services are needed on a continuing basis, describe efforts made to secure services throuse the contractor?						
	Educ	pable of being provided by in- cators Risk and Retention Group refore, the services requested car	has the right to select cou	nsel and Sturgill, To	urner, Barker & Moloney ser		
7.	Nam	e and address of other provider(s	) considered to perform the s	ervice:			
		(arch 2012, the University issued intended in the control of the c	a request for proposal for l	legal services. Sturg	till, Turner, Barker & Molone	y was the only UE	
8.	Basis for selection of the proposed contractor (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied):  The firm was selected through an advertised request for proposals process. The proposal submitted was evaluated based on criteria						
		weighting factors purblished in t					
9.	<u>PLA</u>	NNED SUPERVISION AND MO	NITORING OF THE CONT	RACTOR'S PERFO	RMANCE:		
	(	Name and Title of Responsible Pers Office and Location: Felephone Number:	on: Dr. Jane Fitzpatrick, Gene H.M. 305, Morehead State (606) 783-2452		i, KY 40351		
		Describe the monitoring activities, to be addressed in the contract to facilities.	e e al la company de la co	which will be perform	ed including the manner in whic	h monitoring needs will	
						•	
10.	SIGN	IATURES:					
		PARED BY:		DATE:			
	RECO	OMMENDED BY:		DATE:			
	REVI	Title:  IEWED BY: Jakon	nahucece	DATE:	5/31/12		
		Title: Director of S	Support Services				
		APPROVED BY: Chief Financial	Walters Officer & Vice President for	DATE:	1-23-17		